

**OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
BUSINESS REGULATION AND ENFORCEMENT DIVISION**

IN THE MATTER OF:

**DOMESTIC VIOLENCE PROJECT, INC.
1298 North Lamar Blvd.
Oxford, MS 38655**

Respondent

)
)
)
)
)
)
)

**Administrative Proceeding
Number: C-06-0045**

CONSENT AGREEMENT

I.

The Business Regulation and Enforcement Division of the Mississippi Secretary of State's Office ("Division"), having the authority to administer and to provide for the enforcement of all provisions of the Mississippi Charitable Solicitations Act ("Act"), and Domestic Violence Project, Inc. ("DVP" or "Respondent") do hereby enter into this Consent Agreement in resolution of the following allegations by the Division of violations of certain provisions of the Act:

1. DVP is a "charitable organization" as defined in Miss. Code Ann. Section 79-11-501(a);
2. DVP's registration with the Division expired June 5, 2006. DVP submitted a renewal registration to the Division on June 5, 2008; the registration is being held in abeyance pending resolution of this matter.
3. Therefore, DVP is currently not registered with the Division as a charitable organization in Mississippi.
4. DVP violated the Act by engaging in solicitation activity during a two year period in which its registration was lapsed. Miss. Code Ann. § 79-11-503(1).
5. DVP violated the Act by engaging in dishonesty, fraud, deceit or misrepresentation by failing to inform the Division of Respondent's Executive Director's

conviction of simple assault on a minor; falsifying and providing falsified receipts to the Division; providing payroll advances (or loan contracts on those advances) to officers without documentation thereof; failing to maintain adequate documentation of its financial transactions, solicitation income and receipts; and failing to maintain adequate financial records and internal financial controls. Miss. Code Ann. §§ 79-11-509(1)(g), (i); 79-11-519(3)(a), (b), (h), (i), (j), (k), (l), (m), (n); 79-11-518; 79-11-525; Mississippi Charitable Solicitations Act Rule 213.

6. DVP violated the Act by its incurrence of and failure to pay an estimated one hundred fifty-six thousand, two hundred fifty dollars and zero cents (\$156,250.00)¹ in outstanding payroll taxes, interest and fines to the Internal Revenue Service, which initial liability was incurred in 1998. Miss. Code Ann. § 79-11-509(4); see also Miss. Code Ann. §§ 79-11-347(a), 349.

II.

Respondent, without admitting liability or any of the facts alleged and solely for the purpose of resolving the foregoing allegations, stipulates without a hearing to the matters set forth above in Paragraph I and hereby agrees to the issuance of this Consent Agreement (“Agreement”) and further consents to and agrees to the undertakings contained herein and imposed upon Respondent, with no formal administrative hearing and without any determination of wrongdoing. Furthermore, the undersigned agent for the Respondent acknowledges that she/he has been lawfully vested with the authority to enter into this Agreement on behalf of the Respondent.

III.

¹ This figure represents the amount of Respondent’s tax liability as of June 30, 2007; Respondent is unaware of the current amount of liability.

THEREFORE, in consideration of a final resolution of the matters set forth herein, the Division and Respondent hereby agree and stipulate as follows:

1. Respondent has cooperated with the Division's investigation into this matter.
2. Respondent stipulates to the jurisdiction of the Division as to all matters contained herein under the authority of the Act and acknowledges that the issuance of this Consent Agreement is solely for the purpose of resolving the matters set forth herein.
3. The Notice of Intent to Issue a Cease and Desist Order, Deny Registration, and Impose Administrative Penalty, issued by the Division on April 7, 2008, and the Amended Notice of Intent to Issue a Cease and Desist Order, Deny Registration, Impose Administrative Penalty and Administratively Dissolve, issued by the Division on August 29, 2008, are hereby withdrawn.
4. DVP agrees to remove Millissa Turnage from the Board of Directors, and to permanently enjoin Millissa Turnage and Martha Crawford from serving as an officer, director or board member of DVP.
5. DVP agrees to remove Talunja Eskridge from the Board of Directors and to permanently enjoin Talunja Eskridge from serving on the Board of Directors of DVP. Talunja Eskridge may remain as Executive Director of DVP. Talunja Eskridge shall maintain day-to-day control over the financial management of DVP, subject to the ultimate direction, discretion and authority of DVP's Board of Directors.
6. Within ninety (90) days from the date of execution of this Agreement, DVP shall provide documentation to the Division that it has recovered from Talunja Eskridge the sum total of Three Hundred Fifteen Dollars and Twelve Cents (\$315.12), which amount represents payroll advances extended to Ms. Eskridge that remain unreimbursed. If DVP is unable to recover these advances, DVP's charitable registration in Mississippi shall be revoked for its misuse of use charitable funds for purposes other than the stated charitable purpose.
7. Within one hundred twenty (120) days from the date of execution of this Agreement, DVP shall provide documentation to the Division that it has recovered from Martha Crawford the sum total of One Thousand Twenty Dollars and Sixteen Cents (\$1020.16), which amount represents payroll advances extended to Ms. Crawford that remain unreimbursed. If DVP is unable to recover these advances, DVP's

charitable registration in Mississippi shall be revoked for its misuse of charitable funds for purposes other than the stated charitable purpose.

8. Within one hundred twenty (120) days from the date of execution of this Agreement, DVP shall present to the Division evidence of its finalized payment plan with the Internal Revenue Service, for repayment or forgiveness of all outstanding payroll taxes, penalties and interest; or DVP's certified public accountant or attorney shall present written evidence that such a plan has been proposed in good faith by DVP and submitted to the Internal Revenue Service and that the Internal Revenue Service has not yet acted on DVP's proposal.
9. Upon entry into this payment plan and until all current outstanding tax liability is extinguished, DVP shall notify the Division upon each payment being made to the IRS, and shall inform the Division as to whether said payment was made timely and fully.
10. DVP agrees to provide quarterly reports or undergo quarterly examinations by the Division for a period of two (2) years from the date of execution of this Agreement, as directed by the Division. The first report or examination shall take place approximately ninety (90) days from the date of execution of this Agreement.
11. DVP agrees that no donations received or solicited from Mississippi citizens shall be used to pay any penalties and interest imposed against DVP as a result of the outstanding payroll taxes to the IRS; or any other late fees or penalties, including but not limited to late fees imposed on utilities and rent. DVP shall document this practice to the Division as part of its quarterly report or examination.
12. DVP agrees that any future Executive Director of DVP shall not serve on DVP's Board of Directors, to avoid any potential conflict of interest.
13. Should DVP commit any future violation of the Act or Rules promulgated thereunder, the Division will take immediate steps to revoke DVP's charitable registration and administratively dissolve DVP as a non-profit corporation in the State of Mississippi.
14. This Consent Agreement is in resolution of the matters contained herein. As a result of this Consent Agreement, these matters cannot be used as a basis for action by the Division except in determining any penalty as may be imposed by the Division for any future violations of the Act committed by the Respondents and as set forth below.

15. Respondent agrees that it will comply with the provisions of the Mississippi Charitable Solicitations Act as currently in effect or as may be subsequently amended.
16. Upon entry into this Agreement the Division will process DVP's renewal registration, submitted by DVP to the Division on June 5, 2008, in accordance with Miss. Code Ann. Section 79-11-509(3). DVP's renewal registration shall become effective on approval by the Division (in accordance with Section 79-11-509(3)) and shall expire on June 5, 2009, unless DVP can show good cause why the expiration date should be amended.

IV.

In the event Respondent fails to comply with the terms of this Consent Agreement, or commit any future violation of the Act or Rules promulgated thereunder, the Division will provide written notice of same to DVP, and notify DVP of the Division's option to rescind this Agreement and institute any legal or administrative proceedings it deems appropriate including, but not limited to, proceedings to address the matters set forth herein and within the authority of the Division as codified in the Act. DVP preserves its right to an administrative hearing should the Division take such legal or administrative action.

DELBERT HOSEMANN
Secretary of State

By: Melanie Thomas
MELANIE THOMAS
Senior Attorney

Date: March 19, 2009

The undersigned agent for Domestic Violence Project, Inc., acknowledges that she/he has been lawfully vested with the authority to enter into this Consent Agreement on behalf of the Respondent.

DOMESTIC VIOLENCE PROJECT, INC.

By: Talunja Eskridge
Sign Name

Talunja Eskridge
Print Name

Executive Director
Title

Date: March 16th 2009

Melanie Thomas, MSB #101016
Mississippi Secretary of State's Office
700 North Street
Post Office Box 136
Jackson, Mississippi 39205-0136
Tel. (601)359-1650
Fax (601)359-1499